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February 6, 2015

Oregon Public Utility Commission
Attention: Filing Center
P.O. Box 1088
Salem, OR 97308-1088

**Re: Revisions to tariffs impacting gas scheduling operations and balancing
Advice No. CNGC/O15-02-01**

Cascade Natural Gas Corporation (Cascade or the "Company") files herewith the revisions to its Tariff P.U.C Or. No. 9, stated to become effective with service on and after March 9, 2015, as follows:

First Revision Sheet No. 27-A Canceling Original Sheet No. 27-A
First Revision Sheet No. 27-B Canceling Original Sheet No. 27-B
First Revision Sheet No. 27-C Canceling Original Sheet No. 27-C
First Revision Sheet No. 183-A Canceling Original Sheet No. 183-A
First Revision Sheet No. 183-B Canceling Original Sheet No. 183-B
Original Sheet No. 183-C
Original Sheet No. 183-D

The purpose of this filing is to revise these tariff sheets to better align with the pipeline overrun and underrun charges and the monthly imbalance threshold changes approved by FERC for Northwest Pipeline ("Pipeline") on October 23, 2014, in Docket No. RP14-1283-000. Additionally, Cascade seeks to update the gas scheduling and balancing provisions of our tariffs to better reflect current industry practice. Prior to this filing many of these provisions have not been updated in over seven years.

The Pipeline proposed, and FERC agreed, that to maintain operational integrity of the system, the penalty for unauthorized overrun gas must be higher than the then current daily price of gas. Cascade agrees with this position and expects that the increase proposed in this filing will serve to mitigate the same potential for transportation customers to threaten the Company's distribution system operations by choosing to pay a lower penalty rate rather than pay for the delivery of higher priced gas supplies.

In the Community to Serve

As the principle upstream transporter delivering natural gas to Cascade's distribution system, Cascade has historically attempted to mirror the Pipeline's tariff provisions for imbalances and overrun and underrun charges in our tariffs.

The Company respectfully requests that the tariff sheets filed herewith be approved to become effective with service on and after March 9, 2015.

Any questions regarding this filing may be directed to me at (509) 734-4593.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Parvinen", with a long horizontal flourish extending to the right.

Michael Parvinen
Director, Regulatory Affairs

Attachments

CASCADE NATURAL GAS CORPORATION

RULES AND REGULATIONS
(Continued from Previous Page)

RULE 17 - FIRM SERVICE PRIORITY (Continued)

ADMINISTRATION OF CURTAILMENT

When curtailment of firm system supply service, due to either gas supply or capacity failures, is required by Company, it shall be imposed first on customers in the lowest firm service Order of Priority category at the rate of 100% of each customer's requirements (excepting minor requirements for essential services as approved by Company) on a customer by customer basis and will then proceed to customers in the next lowest Order of Priority category until sufficient volumes have been curtailed to bring remaining requirements into balance with available system supply. In the event only a partial curtailment of total volumes in any category or sub-category is required, such curtailment will be rotated among customers in each category from one curtailment period to the next to prevent any one customer in a certain category from being curtailed to a greater extent than other customers in that same category.

Company shall have the right to make such inspection of customer's gas consuming facilities and to review operating schedules for such facilities as may be necessary to determine customer's requirements and proper position in the Order of Priority. If the customer refuses such inspection, the customer will be assigned the lowest priority consistent with otherwise verifiable information.

For purposes of applying the above Order of Priority, the various classifications of customers are defined in Company's Rule 15 entitled Definitions under Sections C, D, E and F which specifically define customers by category as Residential, Commercial, Industrial and Institutional, respectively.

BILLING ADJUSTMENT

The monthly bill for any firm system supply customer curtailed by Company for a reason contained in this Rule shall be adjusted for the entire month in which curtailment occurred. The amount of the adjustment shall be an amount equal to fifty (50) percent of the difference between the amount of the gas bill for such month as determined under the Firm System Supply Service Rate Schedule on which regular billings are rendered and an amount as determined under Company's Interruptible Service Rate Schedule 170 as it may be in effect from time to time in the Tariff filed with the Oregon Public Utility Commission. Such Billing Adjustment shall be provided as a reduction of the month's billing for the month in which the curtailment was experienced by the customer being billed. No Billing Adjustment will be made in the event curtailment of firm service by Company is necessary due to Force Majeure conditions as defined in Company's Rule No. 14, entitled Force Majeure.

CURTAILMENT NOTICE

Company shall give as much advance notice as possible with respect to each curtailment order, but in no event less than two hours notice, unless prevented from doing so by Force Majeure conditions. In each curtailment order imposed by Company, Company's curtailment and restoration notices, respectively, shall be given by electronic communication or personal contact by Company personnel to responsible representative of the customer and such order shall specify both the volumes to be curtailed and/or restored at the time that curtailment and/or restoration of customer's requirement is to be effective. (T)

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CNG/O15-02-01

ISSUED February 6, 2015

Effective with Service on and After March 9, 2015

ISSUED BY **CASCADE NATURAL GAS CORPORATION**

BY Scott W. Madison

TITLE Executive Vice President
and General Manager

CASCADE NATURAL GAS CORPORATION

RULES AND REGULATIONS
(Continued from Previous Page)

RULE 17 - FIRM SERVICE PRIORITY (Continued)

UNAUTHORIZED USE DURING CURTAILMENT OR ENTITLEMENT PERIOD

The Company may declare an Entitlement Period on any day the Company, in its sole discretion, reasonably determines a critical operational condition warrants the need. During a Declared Entitlement Period, the total physical quantity of gas taken by customers served under this rate schedule from Transporter exceeds or is less than the total quantity of gas which customer is entitled to take on such day as defined below, then all gas taken in excess of such entitlement or not taken within said entitlement shall constitute unauthorized overrun or underrun volume. Each general system or customer-specific Declared Overrun Entitlement Period shall be specified as either an overrun or an underrun entitlement for customers such that only one penalty condition may exist at one time.

Customers served under this rate schedule shall pay Company for all unauthorized overrun or underrun quantities, as defined above, that exceed the percentage specified by the Company in its Declared Entitlement. For a general system or customer-specific Declared Entitlement Period, such percentage will be: (i) in the Company's sole discretion 3 percent, or, in the case of a Declared Overrun Entitlement Period announced on the day it is to be in effect, 5 percent for that day (Stage I), 8 percent (Stage II) or 13 percent (Stage III) of customers entitlement as set forth in paragraph above.

In the event of failure of customer's supplies or if capacity is preempted for service entitled to higher priorities than service to customer, Company may curtail deliveries to customer or issue a system entitlement. Gas taken by customer under this schedule by reason of customer's failure to comply with Company's curtailment order shall be considered as an unauthorized overrun volume. The overrun charge that will be applied during any Overrun Entitlement period will equal the greater of \$1.00 per therm or 150% of the highest midpoint price for the day at NW Wyoming Pool, NW south of Green River, Stanfield Oregon, NW Canadian Border (Sumas), Kern River Opal, or El Paso Bondad supply pricing points (as published in "Gas Daily"), converted from dollars per dekatherms to dollars per Therm by dividing by ten. The overrun charge will be in addition to the incremental costs of any supplemental gas supplies the Company may have had to purchase to cover such unauthorized use, in addition to the regular charges incurred in the RATE section and those charges directly assignable under Operating Obligations and Conditions, Item No. 6 of this schedule and the regular charges incurred in the RATE section of the distribution system transportation rate schedule. The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas or to exclude any other remedies which may be available to the Company to prevent such overrun.. The charge that will apply during any Underrun Entitlement period will be \$1.00 per therm for any underrun imbalances.

B. Optional Firm Services Customers

Should the Company's supply of **Optional Firm Gas Supply** be insufficient at any time or any location, for reasons other than Force Majeure as defined in Company's Rule No. 14, to meet the full requirements of all customers served under **Optional Firm Gas Supply** service rate schedules, Company will be required to curtail service to customers receiving **Optional Firm Gas Supply** service on a pro-rata basis.

Should the Company's entitlement to firm pipeline transmission capacity be insufficient at any time or any location, for reasons other than Force Majeure as defined in Company's Rule No. 14, to meet the full requirement of all customers served under **Optional Firm Pipeline Capacity** service, Company will be required to curtail service to customers receiving **Optional Firm Pipeline Capacity** service on a pro-rata basis.

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(K) Denotes material moved to Sheet No. 27-C

CNG/O15-02-01

ISSUED February 6, 2015

Effective with Service on and After March 9, 2015

ISSUED BY **CASCADE NATURAL GAS CORPORATION**

BY Scott W. Madison

TITLE Executive Vice President
and General Manager

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(D)
(N)

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CASCADE NATURAL GAS CORPORATION

RULES AND REGULATIONS
(Continued from Previous Page)

RULE 17 - FIRM SERVICE PRIORITY (Continued)

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ADMINISTRATION OF CURTAILMENT

When curtailment of **Optional Firm Gas Supply** or **Optional Firm Pipeline Capacity** service is required by Company, it shall be imposed upon all customers that have signed up for **Optional Firm Gas Supply** or **Optional Firm Pipeline Capacity** on a customer by customer pro-rata basis, (excepting minor requirements for essential services as approved by Company) until sufficient volumes have been curtailed to bring remaining requirements into balance with available **Optional Firm Gas Supply** or **Optional Firm Pipeline Capacity**. In the Event only a partial curtailment of total volumes of the customers receiving **Optional Firm Gas Supply** or **Optional Firm Pipeline Capacity** is required, such curtailment will be rotated among customers from one curtailment period to the next to prevent any one customer from being curtailed to a greater extent than other customers.

CURTAILMENT NOTICE

Company shall give as much advance notice as possible with respect to each curtailment order, but in no event less than two hours notice, unless prevented from doing so by Force Majeure conditions. In each curtailment order imposed by Company, Company's curtailment and restoration notices, respectively, shall be given by electronic communication or personal contact by Company personnel to responsible representative of the customer and such order shall specify both the volumes to be curtailed and/or restored at the time that curtailment and/or restoration of customer's requirement is to be effective.

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C. Definitions:

To clarify the Order of Priority, the following definitions (in addition to those in Rule 15) apply to this Rule 17:

1. Plant Protection Gas: Minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include deliveries required to maintain plant production.
2. Feedstock Gas: Natural gas used as a raw material for its chemical properties in creating an end product.
3. Essential Agricultural Use and High-Priority Use: As defined in Section 281.203(a). Title 18, Code of Federal Regulations

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ESSENTIAL AGRICULTURAL USE AND PRIORITY USE

Notwithstanding anything else herein to the contrary: (1) a Firm "essential agricultural user" shall not be curtailed except as may be required to protect the needs of Firm "high-priority users"; and (2) the requirement of all Firm "high-priority users", except residential customers, shall be included in Order of Priority 2 hereof. An interruptible "essential agricultural user" or "high-priority user" desiring protection from curtailment, as contemplated by Section 401 of the Natural Gas Policy Act of 1978 (Public Law 95-621), can obtain such protection by executing a contract under an appropriate Firm rate schedule of the Company.

(M) Denotes material moved from Sheet No. 27-B

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ISSUED BY **CASCADE NATURAL GAS CORPORATION**

BY Scott W. Madison

TITLE Executive Vice President
and General Manager

CASCADE NATURAL GAS CORPORATION

OPTIONAL CUSTOMER OWNED GAS SUPPLY
SUPPLEMENTAL SCHEDULE NO. 183
(Continued from Previous Page)

OPERATING OBLIGATIONS AND CONDITIONS FOR THE TRANSPORTATION OF CUSTOMER OWNED GAS:

1. Customer served under this rate schedule must have secured the purchase and delivery of gas supplies, which may include supplies secured from an authorized supplier/agent of its choosing. Customer must provide to the Company, in writing, the name(s) and telephone numbers of its authorized marketer/supplier/agent(s) that will have authority to nominate natural gas supplies on Company's distribution system for delivery on customer's behalf. Nominations of customer-owned gas will be made in accordance with the Company's nominations procedures. Unless otherwise agreed to by the Company and the customer, a customer shall select one supplier for each account at any given time. In those instances when a customer who is receiving supplier service from an existing supplier initiates such service with a new supplier, the Company shall send the date for customer's change in supplier service to the existing supplier.

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The supplier is the designated representative to satisfy or undertake the customer's following transportation duties and obligations: submitting and/or receiving notices on behalf of a customer; making nominations on behalf of a customer; arranging for trades of imbalances on behalf of a customer as permitted under these Terms and Conditions; and, performing operational and transportation-related administrative tasks on behalf of a customer as permitted by the Company. Under no circumstances will the appointment of a designated representative relieve a customer of the responsibility to make full and timely payment to the Company for all distribution service provided under these Terms and Conditions.

Each supplier must meet any applicable registration and licensing requirements established by law or regulation. The Company shall have the right to establish reasonable financial and non-discriminatory credit standards for qualifying suppliers. Accordingly, in order to serve customers on the Company's system, the supplier shall provide the Company, on a confidential basis, with audited balance sheet and other financial statements, such as annual reports to shareholders and 10-K reports, for the previous three (3) years, as well as two (2) trade and two (2) banking references. To the extent that such annual reports and 10-K reports are not publicly available, the supplier shall provide the Company with a comparable list of all corporate affiliates, parent companies and subsidiaries. The supplier shall also provide its most recent reports from credit reporting and bond rating agencies. The supplier shall be subject to a credit investigation by the Company. The Company will review the supplier's financial position periodically.

If the supplier fails to comply with or perform any of the obligations on its part established in these tariffs (e.g., but not limited to, failure to deliver gas or late payment of bills rendered or failure to execute a capacity assignment), the Company maintains the right to terminate the supplier's eligibility to act as a supplier on the Company's system.

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Customer served on this schedule is required to report estimated gas supply requirements for the upcoming month at least by the 15th day of the current month, in order to provide the Company with information for gas supply acquisition purposes. Such estimate shall include any scheduled down time or increased production time.

Customer served on this schedule is required to report estimated gas transportation requirements daily to the Company's gas scheduling department at least thirty-two (32) hours prior to the beginning of each gas day, unless other arrangements are agreed upon in writing with the Company. Such estimated requirement shall be considered as customer's daily nomination. The gas day shall be as defined in Company Rule No. 15. Such daily nomination will separately identify gas quantities, if any, pursuant to obligations 3 and 4 below, as well as customer's current estimated gas requirement at customer's facility (excluding gas provided to the transporting pipeline for compression and line loss "fuel"). In the event Company's dispatcher(s) determines that customer's actual consumption is out of balance with customer's nomination, dispatcher(s) shall inform customer of the adjustments necessary to get back in balance. Changes to a customer's daily nomination are allowed during the gas day provided the change is communicated to the Company two (2) hours prior to the upstream pipeline's re-nomination deadline.

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(K) Denotes material moved to Sheet No. 183-B

CNG/O15-02-01

ISSUED February 6, 2015

Effective with Service on and After March 9, 2015

ISSUED BY CASCADE NATURAL GAS CORPORATION

BY Scott W. Madison

TITLE Executive Vice President
and General Manager

CASCADE NATURAL GAS CORPORATION

OPTIONAL CUSTOMER OWNED GAS SUPPLY
SUPPLEMENTAL SCHEDULE NO. 183
(Continued from Previous Page)

OPERATING OBLIGATIONS AND CONDITIONS FOR THE TRANSPORTATION OF CUSTOMER OWNED GAS: (Continued)

Company shall have the right to adjust a customer's daily nominations when, in the Company's judgment, such action is necessary to bring into balance its system nominations as a receiving party on a pipeline system, or otherwise to maintain operational control or maintain the integrity of the Company's distribution system. The Company accepts gas purchased by customer at the receipt point subject to customer's warranty that at the time of the Company's receipt, customer has good title to all gas received, free and clear from all liens, encumbrances and claims. Customer shall indemnify and hold Company harmless should a third party make any claims regarding customer's title to gas transported under this schedule. The supplier shall warrant that it has or will have entered into the necessary arrangements for the purchase of gas supplies which it desires the Company to transport to its customers, and that it has or will have entered into the necessary upstream transportation arrangements for the delivery of these gas supplies to the designated receipt point. The supplier shall warrant to the Company that it has good title to or lawful possession of all gas delivered to the Company at the designated receipt point on behalf of the supplier or the supplier's customers. The supplier shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damage, costs, losses, taxes, and expenses arising from or out of any adverse legal claims of third parties to or against said gas supply.

The supplier shall be responsible for making all necessary arrangements and securing all required regulatory or governmental approvals, certificates or permits to enable gas to be delivered to the Company's system.

Customer shall be deemed to be in control and possession of gas purchased by customer until it has been accepted by the Company at the receipt point. Company shall be deemed to be in control or possession of gas purchased by customer until the equivalent terms are delivered to customer at the delivery point.

Failure to report estimated gas transportation requirements or comply with the written arrangements may be considered as a zero (0) nomination for such gas day and may result in the penalties described in No. 6, below.

- 2. Customer served on this schedule is required to notify the Company's gas scheduling department in advance of operating changes that would cause actual gas day consumption to vary, either up or down, by 10% or more from the reported gas day estimate. Such notification may mitigate potential penalties but will not indemnify customer from the responsibility for penalties described in No. 6 below.
- 3. Each customer under this rate schedule shall be required to satisfy any monthly imbalance condition as such conditions are specified within. Upon notification by the Company that customer has an imbalance greater than 5%, the customer will have 45 non-entitlement days to eliminate any such imbalance. The Company will bill the customer an imbalance penalty if the customer has not completely satisfied such imbalance condition. These non-entitlement penalties are \$10.00 per MMBtu on the imbalance over -the allowed tolerance on a monthly basis.

Under any agency established hereunder, the Company shall rely upon information concerning the applicable customer's distribution service which is provided by the designated representative. All such information shall be deemed to have been provided by the customer. Similarly, any notice or other information provided by the Company to the designated representative concerning the provision of distribution service to such customer shall be deemed to have been provided to the customer. The customer shall rely upon any information concerning distribution service that is provided to the designated representative as if that information had been provided directly to the customer.

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(M) Denotes material moved from Sheet No. 183-A
(K) Denotes material moved to Sheet No. 183-C & 183-D

CNG/OT5-02-01

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Effective with Service on and After March 9, 2015

ISSUED BY CASCADE NATURAL GAS CORPORATION

BY Scott W. Madison

TITLE Executive Vice President
and General Manager

(N)

(N)

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CASCADE NATURAL GAS CORPORATION

OPTIONAL CUSTOMER OWNED GAS SUPPLY
SUPPLEMENTAL SCHEDULE NO. 183
(Continued from Previous Page)

- 4. Company shall determine customer's daily gas supply entitlement based upon customer's gas requirements forecast and resulting nomination after Company has considered any curtailment of pipeline or distribution system capacity constraints and gas supply constraints. Such daily gas supply entitlements shall include the summation of all gas supply options and optional balancing service daily volumetric level contracted for by customer. Company shall notify supplier and/or customer in the event that the gas supply entitlement is less than customer's gas nomination(s). (M) (T)
- 5. Penalties from upstream pipeline transporter and/or other costs incurred by Company as a result of nomination imbalance or an unauthorized overrun will be passed on directly to those customer(s) or groups of customers whose take levels contribute to the imposition of the penalty. Such penalty shall be allocated among such customers, including Company's system supply customers, in proportion to the nomination imbalance or unauthorized overrun associated with each customer or group of customers. (T)
- 6. The Company shall designate the daily volume of gas delivered to the customer under this schedule in the following sequence as applicable, unless other sequencing has been agreed to in writing by the Company:
 - a) First - The volume of system supplies which are scheduled to be made a portion of customer's gas supply nomination, if any.
 - b) Second - If customer is providing a portion of its gas supply requirement with customer owned gas supplies, the volume of banked customer owned gas supplies, if any, shall be delivered prior to any other non system supply.
 - c) Third - The volume of storage gas supply scheduled to be delivered under **Optional Storage Service** schedule, if any.
 - d) Fourth - The volume of standby gas supply scheduled to be delivered under **Optional Firm Gas Supply Standby Service** schedule, if any.
 - e) Fifth - The volume of gas supply scheduled to be delivered under the **Optional Firm Gas Supply** schedule if any.
 - f) Sixth - The volume of spot market gas supply scheduled to be delivered, if any.
 - g) Seventh - The volume of customer purchased supplies scheduled for delivery under this **Optional Customer Owned Gas Supply** schedule.

AUTOMATIC ASSIGNMENT TO THE COMPANY OF GAS SUPPLY TO SERVE PRIORITY 1 AND 2 CUSTOMERS:

In the event of a curtailment situation under which the Company is required to curtail System Supply firm customers, Company may automatically take assignment of gas supplies under this schedule in order to protect service to the Company's priority 1 and 2 customers, as defined in Rule 17. In the event of such assignment, Company shall compensate customer with a credit equal to the then current Northwest Pipeline Corporation's IOS-1 commodity rate for all volumes assigned plus a penalty credit of \$0.60 per therm on all but the first 5% of customer's daily entitlement under this schedule. (M)

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(M) Denotes material moved from Sheet No. 183-A & 183-B

CNG/O15-02-01

ISSUED February 6, 2015

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ISSUED BY **CASCADE NATURAL GAS CORPORATION**

BY Scott W. Madison

TITLE Executive Vice President
and General Manager

CASCADE NATURAL GAS CORPORATION

OPTIONAL CUSTOMER OWNED GAS SUPPLY
SUPPLEMENTAL SCHEDULE NO. 183
(Continued from Previous Page)

UNAUTHORIZED USE OF GAS DURING CURTAILMENTS OR ENTITLEMENT PERIOD:

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The Company may declare an Entitlement Period on any day the Company, in its sole discretion, reasonably determines a critical operational condition warrants the need. During a Declared Entitlement Period, the total physical quantity of gas taken by customers served under this rate schedule from transporter exceeds or is less than the total quantity of gas which customer is entitled to take on such day as defined below, then all gas taken in excess of such entitlement or not taken within said entitlement shall constitute unauthorized overrun or underrun volume. Each general system or customer-specific Declared Overrun Entitlement Period shall be specified as either an overrun or an underrun entitlement for customers such that only one penalty condition may exist at one time.

(N)

Customers served under this rate schedule shall pay Company for all unauthorized overrun or underrun quantities, as defined above, that exceed the percentage specified by the Company in its Declared Entitlement. For a general system or customer-specific Declared Entitlement Period, such percentage will be: (i) in the Company's sole discretion 3 percent, or, in the case of a Declared Overrun Entitlement Period announced on the day it is to be in effect, 5 percent for that day (Stage I), 8 percent (Stage II) or 13 percent (Stage III) of customers entitlement as set forth in paragraph 6 above.

(N)

In the event of failure of customer's supplies or if capacity is preempted for service entitled to higher priorities than service to customer, Company may curtail deliveries to customer or issue a system entitlement. Gas taken by customer under this schedule by reason of customer's failure to comply with Company's curtailment order shall be considered as an unauthorized overrun volume. The overrun charge that will be applied during any Overrun Entitlement period will equal the greater of \$1.00 per therm or 150% of the highest midpoint price for the day at NW Wyoming Pool, NW south of Green River, Stanfield Oregon, NW Canadian Border (Sumas), Kern River Opal, or El Paso Bondad supply pricing points (as published in "Gas Daily"), converted from dollars per dekatherms to dollars per therm by dividing by ten. The overrun charge will be in addition to the incremental costs of any supplemental gas supplies the Company may have had to purchase to cover such unauthorized use, in addition to the regular charges incurred in the RATE section and those charges directly assignable under Operating Obligations and Conditions, Item No. 6 of this schedule and the regular charges incurred in the RATE section of the distribution system transportation rate schedule. The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas or to exclude any other remedies which may be available to the Company to prevent such overrun. The charge that will apply during any Underrun Entitlement period will be \$1.00 per therm for any underrun imbalances.

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(M) Denotes material moved from Sheet No. 183-B

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BY Scott W. Madison

TITLE Executive Vice President
and General Manager